

Sea English Academy International Pty. Ltd. RTO Code: 30645 CRICOS Provider Code: 03677G ABN: 13 103 369 151 ACN: 103 369 151 Suite 1, Level 6, 341 Queen Street Melbourne VIC 3000 Ph: +61 461543335 www.aist.edu.au info@aist.edu.au

PP-06 Student Enrolment Policy and Procedures

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Policy

- 1. This policy supports the Standards for Registered Training Organisations (RTOs) 2015 Standard 1, 3, and 5; ESOS National Code 2018.
- 2. AIST provides learners with information prior to commencement of services including any third-party arrangements affecting the delivery of training and/or assessment.
- 3. AIST recruits students in an ethical and responsible manner and provide information that enables students to make informed decisions about studying with AIST in Australia. AIST ensures students' qualifications, experience and English language proficiency are appropriate for the course for which enrolment is sought. AIST must have and implement a documented policy and process for assessing whether the student's English language proficiency, educational qualifications or work experience is sufficient to enable them to enter the course. Please refer to Assessing English Language Proficiency Qualifications, and Work Experience Policy and Procedures.
- 4. AIST will provide or make readily available information to the learner that outlines the services AIST will provide the learner, along with the rights and obligations of the learner and AIST. This information is contained in AIST's student prospectus, course handbook, marketing materials or Letter of Offer and Written Agreement.
- 5. Prior to accepting an overseas/ international student or intending overseas student for enrolment in a course, AIST must make comprehensive, current and plain English information available to the overseas student or intending overseas student on:
 - a. the requirements for an overseas student's acceptance into a course, including the minimum level of English language proficiency, educational qualifications or work experience required, and course credit if applicable
 - b. the CRICOS course code, course content, modes of study for the course including compulsory online and/or work-based training, placements, other community-based learning and collaborative research training arrangements, and assessment methods
 - c. course duration and holiday breaks
 - d. the course qualification, award or other outcomes
 - e. campus location and facilities, equipment and learning resources available to students



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- f. the details of any arrangements with another provider, person or business who will provide the course or part of the course if applicable. AIST does not have any arrangements with another provider in providing its courses.
- g. indicative tuition and non-tuition fees, including advice on the potential for changes to fees over the duration of a course, and AIST's cancellation and refund policies
- h. the grounds on which the overseas student's enrolment may be deferred, suspended or cancelled
- i. the ESOS framework, including official Australian Government material or links to this material online
- j. accommodation options and indicative costs of living in Australia.
- 6. Prior to enrolment or the commencement of training and assessment, whichever comes first, AIST provides advice to the prospective learner about the training product appropriate to meeting the learner's needs, considering the individual's existing skills and competencies.
- 7. Prior to enrolment or the commencement of training and assessment, whichever comes first, AIST provides, in print or through referral to an electronic copy, current and accurate information that enables the learner to make informed decisions about undertaking training with AIST and at a minimum includes the following content:
 - a. the code, title and currency of the training product to which the learner is to be enrolled, as published on the National Register
 - b. the training and assessment, and related educational and support services AIST will provide to the learner including the:
 - estimated duration
 - > expected locations at which it will be provided
 - > expected modes of delivery
 - name and contact details of any third party that will provide training and/or assessment, and related educational and support services to the learner on AIST's behalf, and
 - > any work placement arrangements.
 - AIST's obligations to the learner, including that AIST is responsible for the quality of the training and assessment in compliance with these Standards, and for the issuance of the AQF certification documentation.
 - > the learner's rights, including:
 - details of AIST's complaints and appeals process required by Standard 6 of the Standards for RTOs 2015, and
 - > if AIST closes or ceases to deliver any part of the training product that the learner is enrolled in
 - > the learner's obligations:
 - any requirements AIST requires the learner to meet to enter and successfully complete their chosen training product, and
 - > any materials and equipment that the learner must provide, and
 - ➢ information on the implications for the learner of government training entitlements and subsidy arrangements in relation to the delivery of the services if applicable.
- 8. Where AIST collects fees from the individual learner, either directly or through a third party, AIST provides or directs the learner to information prior to enrolment or the commencement of training and assessment, whichever comes first, specifying:
 - a. all relevant fee information including:
 - b. fees that must be paid to AIST, and
 - c. payment terms and conditions including deposits and refunds
 - d. the learner's rights as a consumer, including but not limited to any statutory cooling- off period, if one applies

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- e. the learner's right to obtain a refund for services not provided by AIST in the event the:
- f. arrangement is terminated early, or
- g. AIST fails to provide the agreed services.
- 9. Where there are any changes to agreed services, AIST advises the learner as soon as practicable, including in relation to any new third-party arrangements or a change in ownership or changes to existing third party arrangements.
- 10. AIST must enter into a written agreement with the overseas student or intending overseas student, signed or otherwise accepted by the student, concurrently with or prior to accepting payment of tuition fees or non-tuition fees. A written agreement may take any form provided it meets the requirements of the ESOS Act and the National Code.
- 11. In addition to all requirements in the ESOS Act, the written agreement for overseas students must, in plain English:
 - a. outline the course or courses in which the student is to be enrolled, the expected course start date, the location(s) at which the course will be delivered, the offered modes of study for the course, including compulsory online and/or work-based training, placements, and/or other community-based learning and/or collaborative research training arrangements
 - b. outline any prerequisites necessary to enter the course or courses, including English language requirements
 - c. list any conditions imposed on the student's enrolment
 - d. list all tuition fees payable by the student for the course, the periods to which those tuition fees relate and payment options (including, if permitted under the ESOS Act, that the student may choose to pay more than 50 per cent of their tuition fees before their course commences)
 - e. provide details of any non-tuition fees the student may incur, including as a result of having their study outcomes reassessed, deferral of study, fees for late payment of tuition fees, or other circumstances in which additional fees may apply
 - f. set out the circumstances in which personal information about the student may be disclosed by AIST, the Commonwealth including the TPS, or state or territory agencies, in accordance with the Privacy Act 1988
 - g. outline AIST's internal and external complaints and appeals processes, in accordance with Standard 10 (Complaints and appeals) of the National Code 2018
 - h. state that the student is responsible for keeping a copy of the written agreement as supplied by the registered provider, and receipts of any payments of tuition fees or non-tuition fees
 - i. only use links to provide supplementary material.
- 12. AIST must include in the written agreement for overseas students the following information, which is to be consistent with the requirements of the ESOS Act, in relation to refunds of tuition fees and non-tuition fees in the case of student default and provider default:
 - a. amounts that may or may not be repaid to the overseas student (including any tuition and non-tuition fees collected by education agents on behalf of AIST)
 - b. processes for claiming a refund
 - c. the specified person(s), other than the overseas student, who can receive a refund in respect of the overseas student identified in the written agreement, consistent with the ESOS Act
 - d. a plain English explanation of what happens in the event of a course not being delivered, including the role of the TPS
 - e. a statement that "This written agreement, and the right to make complaints and seek appeals of decisions and action under various processes, does not affect the rights of the student to take action under the Australian Consumer Law if the Australian Consumer Law applies".



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- 13. AIST must include in the written agreement a requirement that the overseas student or intending overseas student, while in Australia and studying with that provider, must notify AIST of his or her contact details including:
 - a. the student's current residential address, mobile number (if any) and email address (if any)
 - b. who to contact in emergency situations
 - c. any changes to those details, within 7 days of the change.
- 14. AIST must retain records of all written agreements for overseas students as well as receipts of payments made by students under the written agreement for at least 2 years after the person ceases to be an accepted student.
- 15. Written agreements stated in AIST's (Conditional) Letter of Offer between AIST and students set out the services to be provided, fees payable and information in relation to refunds of tuition fees.
- 16. AIST must have a written agreement with each student.
- 17. AIST does not accept tuition fees from international students before a (Conditional) Letter of Offer-International Student has been signed or otherwise accepted by that student and the student's parent or legal guardian if the student is not yet 18 at the time of enrolment.
- 18. AIST enters into a written agreement with the student, signed or otherwise accepted by that student, concurrently with or prior to accepting tuition fee from the student.
- 19. All students must complete, sign and submit an application form together with required supporting documents to AIST before being offered a course.
- 20. All students must sign a (Conditional) Letter of Offer, meet the conditions if any and make an initial payment before being enrolled to a course.
- 21. AIST recognises qualifications and Statements of Attainment issued by another RTO. Where a student enrols in a qualification delivered and assessed by AIST, then AIST will recognise units of competency included on a Statement of Attainment/ Records of results issued to the applicant by another RTO towards the qualification assuming the units meet the packaging rules of the qualification delivered by AIST.
- 22. AIST's recognises students' prior learning. Recognition of Prior Learning (RPL) is a process through which applicants gain course credits based on experience gained through similar study (but not direct equivalent), work experience (in any form) or through informal or formal training or other life experiences.
- 23. AIST determines the support needs of individual learners and provides access to the educational and support services necessary for the individual learner to meet the requirements of the training product as specified in training packages or accredited courses.
- 24. AIST ensures that all procedures and policies for international/ domestic/ other temporary visa holder students enrolling into a course offered by us are followed correctly. AIST has a student record management system PowerPro in place that provides data that meets the AVETMISS Standard.
- 25. For international students, the Student Service Officer is to notify the ESOS Agency and TPS Director via PRISMS of the following:
 - a. Provider Default within 3 business days of the default occurring and the outcome of the discharge of AIST's obligation within 7 days after the end of AIST obligation period (AIST's obligation period is 14 days after the day of the default).
 - b. Student Default within 5 business days of the default occurring and the outcome of the discharge of AIST's obligation within 7 days after the end of AIST obligation period
- 26. This policy applies to staff, students and education agents.
- 27. The CEO is responsible for the implementation of the policy and procedures and to ensure that staff, students and education agents are aware of its application and implement its requirements.



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Procedures

Definitions:

International students are overseas students who hold an Australian student visa.

Domestic students are students who are

- > an Australian citizen;
- > a New Zealand citizen (or dual citizenship holders of either Australia or New Zealand);
- > an Australian permanent resident; or
- > an Australian humanitarian visa holder.

Other temporary visa holder students are non-domestic students who do not hold an Australian student visa.

Part A: For International Students

I. Student Engagement Before Enrolment for International students

Prior to accepting an overseas/ international student or intending overseas student for enrolment in a course, the registered provider must make comprehensive, current and plain English information available to the overseas student or intending overseas student on:

- a. the requirements for an overseas student's acceptance into a course, including the minimum level of English language proficiency, educational qualifications or work experience required, and course credit if applicable
- b. the CRICOS course code, course content, modes of study for the course including compulsory online and/or work-based training, placements, other community-based learning and collaborative research training arrangements, and assessment methods
- c. course duration and holiday breaks
- d. the course qualification, award or other outcomes
- e. campus locations and facilities, equipment and learning resources available to students
- a. the details of any arrangements with another provider, person or business who will provide the course or part of the course if applicable. AIST does not have any arrangements with another provider in providing its courses.
- b. indicative tuition and non-tuition fees, including advice on the potential for changes to fees over the duration of a course, and AIST's cancellation and refund policies
- c. the grounds on which the overseas student's enrolment may be deferred, suspended or cancelled
- d. the ESOS framework, including official Australian Government material or links to this material online
- e. accommodation options and indicative costs of living in Australia.

II. Application Process

- 1. Applicants must complete the International Student Application Form, sign and date where required and attach verified evidence of qualifications, work experience (if relevant) and IELTS test / AIST's LLN Test results. Documents that are not in English language must be accompanied by their English translation.
- 2. The Marketing Manager must review the student applications and determine if an offer should be made on the basis of the entry requirements for the qualification. To be accepted, the applicant must at least meet the academic entry requirements and the minimum IELTS requirement or equivalent for international students.

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- 3. If the applicant's educational qualifications do not meet AIST's admission requirements, other factors may be considered at the discretion of AIST. Verified evidence of these other factors must be included with the application. These other factors may include:
 - > Work experience,
 - Attitude and aptitude,
 - Previous academic results,
 - > Attendance / participation rate in their previous College,
 - > Ability and skills to function in an academic environment,
 - > Possibility to succeed in his/her academic endeavours
- 4. The entry requirements can be assessed using AIST's Assessing English Language Proficiency Qualifications, and Work Experience Policy and Procedures to align overseas qualifications.
- 5. Having arrived at an admission decision, the English language skills (language and literacy) will be assessed. If student has a satisfactory IELTS score (listed under AIST's entry requirements), the applicant will be offered a place in the chosen course.
- 6. If an applicant cannot produce a satisfactory IELTS score, and AIST has concerns about the applicant's English language skills to cope in an academic environment, the applicant will be advised to enrol in an ELICOS/ English course for an appropriate duration until the student achieves an IELTS score of 5.5 or equivalent.
- 7. IELTS testing may not be required where an applicant clearly has the required English language skills. The application of this rule will be on a case-by-case basis and in accordance with the English language requirements that apply to the visa eligibility for the country assessment level published by the Department of Home Affairs (for international students). Any evidence supplied in support of an application under this rule would require original copies of reliably authenticated evidence.
- 8. If the application is successful, a Letter of Offer will be sent to the applicant/ their agent/ representative (including details of tuition fees, commencement dates, OSHC and Visa information).
- 9. Applicants wishing to accept the offer must complete, sign and date the Letter of Offer and return it to AIST, and pay the fee requested in the Letter of Offer
- 10. The completed Letter of Offer must be reviewed and accepted by the Marketing Manager.
- 11. Once the completed Letter of Offer and the fee is received (and cleared by the bank):
 - an electronic Confirmation of Enrolment (eCOE) will be generated from PRISMS and sent to the student/ the student's agent/ representative. The CoE must be prepared in accordance with the requirements of the PRISMS Provider User Guide. There must be a CoE issued for each qualification that the student is going to be enrolled in and for which an award will be issued if the student is successful in completion.
- 12. Applicants who are international students must then apply for a student visa at their Australian Student Visa issuing centre and make travel arrangements to arrive in Australia in time to commence their course.
- 13. All completed applications are to be filed into the respective student's file.

Part B: For Domestic/ Other Temporary Visa Holder Students

- 1. Applicants must complete the Domestic Student Application Form, sign and date where required and attach a photo ID and verified evidence of qualifications, work experience (if relevant) and IELTS test results or successfully complete AIST's LLN (Language, Literacy and Numeracy) Test.
- 2. The Marketing Manager must review the student applications and determine if an offer should be made on the basis of the entry requirements for the qualification. To be accepted the applicant must at least meet the Language, Literacy and Numeracy (LLN) Skills requirements including through successful completion of AIST's LLN test if there are no evidence of qualifications, work experience (if relevant) and IELTS test.



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- 3. The entry requirements can be assessed using Assessing English Language Proficiency Qualifications, and Work Experience Policy and Procedures to align overseas qualifications.
- 4. If the application is successful, a Letter of Offer will be sent to the applicant/ their agent/ representative.
- 5. Applicants wishing to accept the offer must pay the fee requested in the Letter of Offer, complete, sign and date the Letter of Offer and return it to AIST.
- 6. The completed Letter of Offer must be reviewed and accepted by the Marketing Manager.
- 7. Once the completed Letter of Offer and Written Agreement and the fee is received (and cleared by the bank), a student is enrolled at AIST.
- 8. All completed applications are to be filed into the respective student's file.

Credit Transfer

- Course credits may be gained by applicants who are transferring from another RTO or have studied one or more units in the same qualification at another RTO.
- > See Credit Transfer Policy and Procedures

Recognition of Prior Learning (RPL)

- Each qualification has processes on how RPL is to be assessed for that course and the units within that course.
- > It is important that students lodge an application for RPL with their Application Form.
- > See Recognition of Prior Learning (RPL) Policy and Procedures